

SERIAL 07107 SS BULL HN INFORMATION SYSTEMS HARDWARE, SOFTWARE AND SUPPORT

DATE OF LAST REVISION: July 09, 2009

CONTRACT END DATE: September 14, 2011

**CONTRACT PERIOD BEGINNING JULY 09, 2009
ENDING SEPTEMBER 14, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **BULL HN INFORMATION SYSTEMS HARDWARE,
SOFTWARE AND SUPPORT**

Attached to this letter is a listing of vendors available to Maricopa County Agencies utilizing the Sheriff's Contract # C-50-08-014-8-00. The using agency and other interested parties may access and electronic version of this contract from the Materials Management Web site at:
http://www.maricopa.gov/materials/Awarded_Contracts/search.asp.

Please note: Price Agreement Purchase Orders (PG documents) may be generated using the information from this list. Use NIGP CODE 2045501.

All purchases of product(s) listed on the attached pages of this letter are to be obtained from the listed contractor(s).



Bull HN Information Systems Inc.
296 Concord Rd., U.S. Finance
Billerica, MA 01821

EQUIPMENT SALE, PRODUCTS AND SERVICES AGREEMENT

Customer Maricopa County, 2656 North 37th Avenue, Phoenix, AZ 85009

Billing Address: Maricopa County, 2656 North 37th Avenue, Phoenix, AZ 85009

This Agreement including the "Other Documents" specified herein ("Agreement") governs the equipment, products and services provided by Bull HN Information Systems Inc. ("Bull") to Customer.

1. Acceptance Date

This Agreement is accepted when it is signed by Bull.

2. Title and Risk of Loss

Equipment title passes to Customer upon shipment. Risk of loss passes to Customer upon equipment delivery to Customer's site or 30 days from shipment, whichever occurs first.

3. Equipment Purchase

3.1 Equipment Warranty

- A. Bull warrants to Customer (i) good and clear equipment title, free and clear of liens and encumbrances, and (ii) that the equipment is free from defects in workmanship and material under normal use during the applicable warranty period.
- B. During the warranty period, Bull's authorized service provider ("Service Provider") shall provide parts and labor during its normal working hours for the repair or exchange of parts defective in workmanship and material at a Bull authorized service location or at Customer's site, as determined by the equipment type.
- C. This warranty extends only to Customer as the original purchaser and excludes expendable parts.
- D. The Warranty Group and warranty period are in the applicable form listed under "Other Documents".

3.2 Installation

Prior to shipment, Customer is to prepare its site in accordance with Bull's specifications and instructions.

3.3 Terms of Payment

The Total Balance Due is to be paid:

- A. within 10 days after the Installation Date (the date the Service Provider completes its test routines and programs on the equipment) for all equipment shipped hereunder which has the same System Number, including CIUs shipped with other equipment;
- B. within 30 days from date of invoice (i) for equipment shipped consisting entirely of CIUs, and (ii) where the Service Provider installation service has not started within 30 days of shipment due to no fault of its own, and
- C. upon receipt of invoice for installed equipment converted to purchase.

3.4 Security Interest

Until full payment is received, Bull reserves a purchase money security interest in all equipment, additions, accessions, replacements, products and proceeds to secure payment by Customer. Bull may sign on behalf of Customer and file financing statements to perfect or evidence Bull's security interest. Customer agrees to pay all charges associated with the filings.

3.5 Patents and Copyrights

Bull shall defend or settle any claim brought against Customer alleging infringement of any patent or copyright in the United States by any equipment or Software Product provided Customer promptly notifies Bull in writing of same and gives Bull full information and assistance. If the claim has occurred or in Bull's opinion is likely to occur, Bull may at its election and expense either obtain for Customer the right to continue using the equipment or Software Product, instruct the Service Provider to replace, correct or modify it so that it is not infringing, or to remove the equipment or Software Product, and grant Customer a credit as depreciated. Bull is not liable if any infringement claim is based upon (i) the interconnection, operation or use of the equipment or Software Product in combination with equipment, software or other devices not made or supplied by Bull, (ii) use or operation of the equipment or Software Product in a manner for which it was not designed or recommended by Bull or (iii) alteration, adaptation or modification of the equipment or Software Product. Subject to the Limitation of Remedy provisions herein, Bull shall pay damages finally awarded or for any settlement made with Bull's prior written authorization. For purposes of this Section 3.5, Software Product includes Diagnostic Materials.

3.6 Licensed Internal Code

- A. Licensed Internal Code ("Code") means instructions embodied in some discrete device or media that are either imbedded into or are to be loaded into equipment, are an integral part of, and required by, equipment and execute below the external user interface. Customer acknowledges that Bull or its licensors own all copies of Code including all copies made from them and that Code is copyrighted by Bull or its licensors.
- B. Bull grants Customer a license to use the Code and authorizes Customer to: (i) execute the Code to enable the equipment to perform in accordance with Bull's (or its licensor's) official published specifications, (ii) make a backup or archival copy of the Code unless one is provided by Bull, which copy Customer may use only to replace the original in the equipment, and (iii) execute and display the Code as necessary to operate the equipment and have it maintained.
- C. Customer shall include the copyright notices and any legends on each copy of Code.
- D. Customer shall not: (i) otherwise copy, display, adapt, modify or electronically distribute the Code except as may be authorized by Bull in writing, (ii) reverse assemble, reverse compile, decode or translate the Code or (iii) sublicense, assign or lease the Code.
- E. Customer may transfer possession of the Code to an other party only with the transfer of the equipment provided any party receiving Code from Customer agrees to be bound by the terms and conditions herein. Customer's license to use the Code is discontinued when Customer no longer owns or rightfully possesses the equipment.

4. Charges

4.1 Charges for equipment and products are provided in the applicable form listed under "Other Documents".

4.2 Bull invoices all annual charges in advance and Customer's payment is due within 30 days from date of invoice. Except as provided in Section 3.3, other incurred charges, such as onetime payment, are payable upon receipt of invoice.

4.3 Annual license fees start as of the License Term for Software Products (Section 5.3),

4.4 For a Software Product added during a license term, its annual license fee (i) will be prorated for the time remaining in the billing period, and (ii) is subject to increase as provided in Section 4.5.

4.5 If Bull increases the commercial annual license fee and gives 60 days written notice of the increase, then Bull may implement the increase as follows for installed and on order items:

- A. For annual billing, on the renewal date of a Software Product License Term.
- B. No increased license fee will exceed Bull's then current commercial fee.

4.6 Customer is to pay:

- A. all charges for Bull supplied media, transportation and related charges;
- B. or reimburse Bull for all taxes on Customer or Bull on any interest in the equipment, products or services or upon this Agreement, exclusive of taxes on Bull's net income, and
- C. a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on any past due balance.

4.7 If Customer does not pay when due and nonpayment continues for 10 days after written notice by Bull, then Bull may declare all unpaid charges and fees immediately payable.

5. License for Software Products and Diagnostic Materials

5.1 Grant

- A. Bull grants to Customer a nonexclusive, nontransferable license to use each Software Product consisting of any computer programs and related materials such as documentation ("Software Product") solely for Customer's own use on that equipment unit, identified by Bull's System Number, which runs the Bull Software Products ("Central System"). If Customer is temporarily unable to use a Software Product on the Central System because of conditions beyond Customer's control, Customer may temporarily use the Software Product on another designated Central System.
- B. Bull also licenses to Customer maintenance, support and other diagnostic routines, computer program media and related documentation ("Diagnostic Materials") provided by Bull for use in installing, testing, diagnosing or verifying Bull's equipment or Software Products. Unless expressly stated, no other provision of Section 5 applies to Diagnostic Materials.

5.2 Customer Rights/Obligations

- A. For Software Products in machine readable form, Customer may (i) make sufficient copies necessary for Customer's own use, and (ii) make adaptations or merge any Software Product in any part or form into other software to create an updated work provided that, upon termination of the license, such adaptation or updated work is completely removed from the Software Product. No copyright license is granted Customer in the exclusive rights of copyright owners except where the Software Products or Diagnostic Materials are provided by Bull in machine readable form.
- B. Customer agrees:
 - (1) that all copies of Software Products provided by Bull or made by Customer, in any form, and all Diagnostic Materials are and remain the property of Bull or its licensor. Customer (i) has no right, title or interest in the Software Products or any Diagnostic Materials, except as stated herein, (ii) shall not sell, transfer or otherwise make available the Software Product or any Diagnostic Materials to others, (iii) shall secure and protect each Software Product and Diagnostic Materials, including erasure thereof prior to disposing of media, consistent with the maintenance of the rights therein, and (iv) shall take any action necessary with its employees who are permitted access to each Software Product and Diagnostic Materials to satisfy its obligations;
 - (2) to keep confidential Software Products and Diagnostic Materials containing trade secrets and that this obligation survives termination of this Agreement;
 - (3) not to reverse assemble or decompile any Software Product or Diagnostic Materials in whole or part;
 - (4) to include copyright or trade secret notices on all copies and adaptations in any form of the Software Product;
 - (5) to pay Bull or the Service Provider, as applicable, for services necessitated by adaptations of any Software Product or Customer's failure to utilize current Software Product releases;
 - (6) to determine the appropriate use and limitations of each Software Product;
 - (7) that for Software Product license fees based on (i) the maximum number of users allowed access or (ii) usage, such as the number or size of items stored and/or processed, Customer shall not permit use of the Software Products beyond that authorized by the license fee, and
 - (8) that certain Bull licensed software contains software from various vendors who are third party beneficiaries of this license and may also enforce this license.
- C. For Software Products that Bull offers as "porting tools", Customer's right to copy and use any given program in any form on a Bull system is the sole responsibility of Customer. Therefore, before contracting for porting tool Software Products, Customer must have these rights, and Customer agrees to indemnify Bull for any claim that Customer does not have such rights.
- D. A license agreement will accompany the shipment of certain Software Products. If inconsistencies exist between that agreement and these provisions, the accompanying agreement prevails. If such agreement is not a Bull license, Bull provides the product "AS IS".

5.3 License Term

- A. The license for each Software Product and Diagnostic Materials, respectively, is effective on Bull's shipment date and continues until terminated as provided in Section 5.4 herein. The initial License Term for all Software Products under the same System Number that are provided under a annual license fee starts upon installation of the Central System, as determined by Bull, and continues for 1 year plus any days remaining in the month following such year.
- B. For a Software Product added after the Central System is installed, its License Term starts 30 days after shipment of the Software Product and continues as follows:
 - (1) for annual license fees, the remainder of the annual License Term.
- C. For Software Products under an annual license fee, the License Term renews for 1 year terms unless terminated as provided herein.

5.4 Termination

- A. Customer may terminate a license upon 30 days written notice as follows: for annual licenses, at the end of the then current License Term.
- B. If Customer fails to comply with its license obligations and such failure continues for 10 days after receipt of notice from Bull, then Bull may terminate the license and require the immediate return to Bull of all affected Software Products and Diagnostic Materials and all copies in any form.
- C. The license for certain Diagnostic Materials, as described in Bull's documentation, ceases upon termination of equipment maintenance and/or software support service or until terminated by written notice to Customer, whichever occurs first. In any event, the license for each Software Product and Diagnostic Materials terminates when Customer's possession of the Central System ceases.
- D. Within 5 days after (i) installation of a Software Product which replaces another or (ii) the license termination of a Software Product or Diagnostic Materials, Customer is to destroy the original and all copies in any form and upon request certify the destruction in writing.

6. Software Product Support

This Section 6 applies only to those Software Products licensed by Bull to Customer where the license fee includes software support, and only for the period software support is included by Bull at no additional charge.

6.1 Basic Support

- A. Basic Software Product Support (Basic Support) is provided on a Central System basis, as designated by each System Number.
- B. Basic Support applies to eligible Application Software Products and System Software Products, but does not include onsite service that Bull provides under applicable Time and Materials labor rates and charges.

6.2 Support and Charge Applicability

- A. Basic Support: Basic Support is included at no additional charge under the Software Product annual license fee.
- B. For IB1 and IC1 License Code Software Products, support is included at no charge for a 1 year period (2 years for IC2 and 90 days for IC90 code Software Products), as specified in Customer's order, plus any days remaining in the month following the no charge period for each such Software Product and only if Customer contracts for chargeable support when ordering the Software Product.

6.3 Support Service and Term Start Dates

- A. The initial Support Term for Basic Support for eligible Software Products under the same System Number (i) starts upon installation of the Central System, and (ii) is 1 year plus any days remaining in the month following such year.
- B. For a Software Product added after a Support Term starts, support commences 30 days after shipment of that Software Product. Except as provided for IB1, IC90, IC1 and IC2 software, support continues for the remainder of the then existing Support Term subject to Section 6.6. For IB1, IC90, IC1 and IC2 software, support is provided during the no charge period subject to Section 6.6.
- C. Upon expiration of the initial Support Term, support continues for 1 year renewal terms during the balance, if any, of the no separate charge support period, subject to Section 6.6.

6.4 Customer is to:

- A. designate to Bull a primary contact(s) with Bull for Software Product problems. Such individual is to have the knowledge to define the technical aspects of Software Product problems to Bull and interpret and apply remedial instructions received from Bull, and
- B. install updates, revisions to the then current release or a Bull specified prior release of the Software Products within 90 days from date of shipment thereof or upon instruction from Bull.

6.5 Support Services

The support services are as follows:

Telephone access is provided 24 hours per day, 7 days per week for the purpose of receipt and relay of Customer calls to Customer Support Center (CSC) personnel during the CSC's hours of availability.

6.6 Support Alteration and Termination

- A. If the Software Product is or operates under the then current operating system general release on the date that support starts as defined in Section 6.3 (or before such start date, if under a specified prior release) then, Bull may alter or terminate Basic Support effective as follows:
 - (1) if Current General Release: Upon expiration of a Support Term, and
 - (2) if Specified Prior Release: On or after the start of a Support Term.

- B. Customer shall be provided prior written notice of Basic Support alteration or termination for the following License Code Software Products:

(1) Annual A - 90 days

- C. Operational Support is provided for 90 days from shipment of the Software Product.

- D. In any event, Basic Support automatically terminates upon termination of the license for the Software Product.

6.7 Software Support General

- A. Support Coverage

Basic Support is provided as follows:

for Software, then support must be elected for all software under that System Number.

- B. Limitations

(1) Installation: The installation or systems generation of Software Products and revisions/updates and releases are Customer's responsibility and are not included under this Agreement.

(2) Support of Latest Updates: Unless otherwise specified, the Service Provider supports Software Products that are or operate under the (i) latest 2 updates of the then current operating system general release or (ii) based on the product line, the latest 1 or 2 updates of a Bull specified prior release operating system.

(3) Unmodified Software Products: Support is for the unmodified portion of eligible Software Products. Support is available for modified portions of Software Products in accordance with the Service Provider's then current terms, conditions and charges.

7. Equipment, Software Products and Services General

7.1 Ordering

- A. Customer may order certain equipment, Software Products and services under a Customer order form authorized by Bull or the Service Provider, as applicable, which at a minimum contains (i) the identity of the equipment, Software Product or service (by quantity, model number, description and charges) and System Number, and (ii) for products, shipment instructions including requested delivery dates in accordance with Bull's standard lead times. Any other terms and conditions on the order form or otherwise are not binding on Bull or the Service Provider, as applicable, even if Customer fails to reference this Agreement, which shall be deemed automatically incorporated in Customer's order.

- B. All orders are subject to Bull's or the Service Provider's, as applicable, acceptance and credit requirements.

7.2 Delivery

- A. Bull delivers equipment and Software Products F.O.B. point of shipment in accordance with a mutually agreeable delivery schedule.
- B. While Bull makes every effort to ship equipment consistent with Customer's delivery requirements, Bull may provide interim equipment where a delay of ordered equipment occurs. Interim equipment will have equal or greater functionality than the ordered equipment. Bull shall notify Customer in writing prior to shipping the interim equipment. When the ordered equipment is received by Customer, the interim equipment is to be returned immediately to Bull, at Bull's expense, free and clear of all liens and encumbrances.

7.3 Limitations of Remedy

- A. Bull and Customer are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Agreement or the use of any equipment, product, documentation or services.
- B. Except for an action for payment of taxes, no action in any form arising out of this Agreement shall be instituted more than 2 years after the cause of action has arisen or in the case of nonpayment, more than 2 years from the date of last payment or promise to pay.
- C. Customer's exclusive remedy and Bull's entire liability in contract, tort or otherwise is (i) for equipment under warranty that is defective, to repair or exchange such equipment, and (ii) for software and software support services, to correct or exchange the software or service which is inoperable.

If Bull or the Service Provider, as applicable, is unable to correct, repair or exchange, then Bull shall pay Customer actual damages not to exceed the charges paid Bull for (i) the defective equipment under warranty causing the actual damages or (ii) the inoperable software or services during the period causing the actual damages.

7.4 Warranty Exclusion

BULL AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT AND THE EQUIPMENT, SOFTWARE, DOCUMENTATION AND SERVICES PROVIDED. BULL DOES

NOT WARRANT THAT USE OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SOFTWARE PRODUCTS ARE ERROR-FREE.

7.5 Any written notice or other communication relating to products (excluding services) permitted or required by Customer is to be sent by first class mail to the Bull location specified herein.

7.6 Supplier Beneficiaries: The Limitations of Remedy and Warranty Exclusion provisions of this Agreement apply also to Bull's suppliers who are intended beneficiaries of such provisions.

7.7 Exchanged Equipment, Parts and Materials: All equipment, parts and materials exchanged due to equipment warranty, installation or upgrade become the property of Bull at no charge. Customer warrants that as of the date of exchange, it is the lawful owner of the exchanged item and transfers all right, title and interest therein to Bull free and clear of all liens and encumbrances.

7.8 Remote Services: In order that Software Product support services may be provided for selected systems designated by Bull, Customer shall provide at its expense a dedicated telephone line for those systems. Bull or the Service Provider shall provide in accordance with then current policies and instructions the modem to be used by Customer for these remote services.

7.9 Diagnostic Materials Updates/Revisions: Customer is to install updates and revisions to the Bull specified release of the Diagnostic Materials within 30 days from shipment thereof.

7.10 Bull's obligations under this Agreement are limited to the United States. Customer shall not export directly or indirectly any technical data, information or items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining such license or approval and shall incorporate in all export shipping documents the applicable destination control statements.

7.11 Bull is not liable for any failure or delay in performance due to any cause beyond its control and has no obligation arising out of the abnormal use of any item, site conditions not conforming to Bull specifications, or any causes external to any item, including but not limited to accident, acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightning, electrical disturbances or other similar causes. Any service that is outside the scope of this Agreement may be provided, as available, in accordance with the Service Provider's then current terms, conditions and charges.

7.12 Customer may assign this Agreement in whole or part only with the prior written consent of Bull. Bull may assign this Agreement in whole or part and all or part of the payments to the extent that Bull's obligations to Customer are not affected. Bull shall notify Customer of any such assignment and, upon request of assignee, Customer shall pay assignee directly for all payments assigned. Assignee will be entitled to assert all assigned rights but will not be obligated to Customer for any of Bull's obligations, and Customer agrees that any claim by way of abatement, defense, counterclaim or the like will not be asserted against assignee.

7.13 If Customer fails to perform as provided herein, Bull has the right to terminate this Agreement and to exercise any other remedy existing at law or in equity. Customer is to pay Bull all costs and expenses including attorneys' fees incurred in exercising its rights and remedies. No delay or failure of Bull to exercise any right or remedy constitutes a waiver.

7.14 Any amendment to this Agreement is to be in writing and signed by both parties.

7.15 This Agreement is governed by Arizona law, is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written proposals and communications. Exclusive venue and jurisdiction will be in the State or Federal Courts sitting in Phoenix, Arizona.

8. Other Documents

Title	Form No.	Date
Product Schedule/Agreement	SC-670B	9/27/07
Product Schedule/Agreement	SC-670X.1	9/27/07
Product Schedule/Agreement	SC-670W	9/20/07
Professional Services Agreement	SC-699B	9/27/07

CUSTOMER ACKNOWLEDGES READING THIS AGREEMENT INCLUDING ITS "OTHER DOCUMENTS".

Maricopa County

By

(Authorized Signature)

OCT 02 2007
(Date)

Bull HN Information Systems Inc.

By

(Authorized Signature)

September 27, 2007
(Acceptance Date)

FULTON BROCK

CHAIRMAN BOARD OF SUPERVISORS
(Print Name and Title)

Dwight Oglesby, Director

(Print Name and Title)

ATTESTED:

CLERK OF THE BOARD

090507

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

10/1/07
DATE

Agreement No. S6-MARICOPA 9/07

Bull HN Information Systems Inc.
296 Concord Rd., U.S. Finance
Billerica, MA 01821

PRODUCT SCHEDULE/AGREEMENTCustomer/Address: Maricopa County, 2656 North 37th Avenue, Phoenix, AZ 85009The Agreement between Bull and Customer dated 9/27/07 applies to the following items ordered by Customer.**1. Order Information**

The following information pertains, as applicable, to this order:

1.1 Maintenance Service Information/Options

- A. Service Codes: **SM** = Standard Maintenance (Basic or Silver Support)
Billing codes: **A** = Annual, **M** = Monthly, **O** = One Time
- B. Warranty Service Option (**WSO**) = For onsite equipment maintenance service (instead of mail-in) during the warranty period. (One-Time Charge)
- C. Enter Optional Extended On-Site or Remote On-Line Hardware Support Coverage Codes: _____
(Surcharges for Scheduled Extended On-Site Maintenance Period(s) codes = 1A, 1B, 1C, 2A, 2B, 3A, or 3B and Extended Remote On-Line Support code = 4R are NOT INCLUDED in Section 4)

1.2 Software Product CODES:

A. License Codes:

AB = Annual (Includes Basic or Bronze Support)
AC = Annual (Includes Comprehensive or Silver Support)
MB = Monthly (Includes Basic or Bronze Support)
MC = Monthly (Includes Comprehensive or Silver Support)

IB1 = Initial (Includes 1 year Basic or Silver Support)
IC90 = Initial (Includes 90 days Comprehensive or Silver Support)
IC1 = Initial (Includes 1 year Comprehensive or Silver Support)
IC2 = Initial (Includes 2 years Comprehensive or Silver Support)
I = Initial (Support not included)

B. Billing Codes: **A** = Annual, **M** = MonthlyC. **S** = System Software Products**1.3 General Codes:** **N/C** = No Charge, **N/A** = Not Applicable, **N/O** = Not Offered, **NSC** = No Separate Charge

2. **Agreement:** If using this document to order additional products or services or to modify Customer's Agreement: (i) both parties must sign below (ii) it is accepted when it is signed by Bull and (iii) all other terms and conditions of the Agreement remain in effect.

3. Other Documents

Title	Form No.	Date
Attachment 'A' to Product Schedule/Agreement	SC670X.1	None 07/23/07

CUSTOMER ACKNOWLEDGES READING THIS AGREEMENT INCLUDING ITS "OTHER DOCUMENTS".

Maricopa County

By  OCT 02 2007
(Authorized Signature) (Date)**FULTON BROCK**

(Print Name and Title)

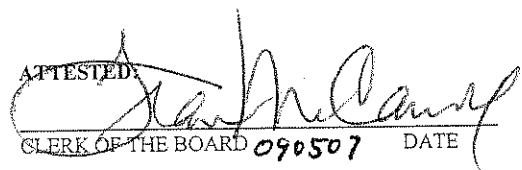
CHAIRMAN BOARD OF SUPERVISORS

Bull HN Information Systems Inc.

By  September 27, 2007
(Authorized Signature) (Acceptance Date)**Dwight Oglesby, Director**

(Print Name and Title)

ATTESTED:


CLERK OF THE BOARD090507

DATE

APPROVED AS TO FORM:


MARICOPA COUNTY ATTORNEY10/1/07
DATE

Installation Address: 2656 North 37th Avenue, Phoenix, AZ 85009

4. Equipment Schedule

System No.: NEW

Maintenance Service

Qty	Model No. and Description	<u>Warranty Group/ Period</u>	<u>Basic or Silver Spt. Charge</u>	<u>Billing Code</u>	<u>Service Code</u>	<u>WSO Charge</u>
	None					

(Basic Maintenance)

(WSO Charge)

Note: These totals EXCLUDE any surcharges which will be added if the Customer has elected any optional On-Site or Remote On-Line coverage(s) in 1.1C
Standard Remedial Hardware Maintenance services are provided under Basic or Silver support offerings as determined by Product Line.

Installation Address: 2656 North 37th Avenue, Phoenix, AZ 85009

5. Software Product Schedule:

- System No. _____
(if different)

- Central System type: _____

- Related System No. _____
(to above)

(P = Primary, S = Secondary, L1 = Level 1, L2 = Level 2
PG = Point Guard, T = Team, O = Other)

Total Charge(s) and Billing Code for Support

Qty.	Product No. and Description	S	License Code	Basic or Bronze	Compre- hensive or Silver	Comprehen- sive Plus or Gold	Other	Billing Code
	See Attachment 'A' for a detail listing of the software and pricing.							

Software Support services are provided under Basic, Comprehensive, & Comprehensive Plus; or Bronze, Silver, & Gold as determined by Product Line

ATTACHMENT 'A'
 TO BULL'S PRODUCT SCHEDULE/AGREEMENT (670X.1)
 TO AGREEMENT NUMBER S6-MARICOPA 9/07
 MARICOPA COUNTY
 HELIOS 3, DISK, & MEDIA SERVER
 JULY 23, 2007

QTY	MARKETING IDENTIFIER	DESCRIPTION	LICENSE CODE	SOFTWARE SUPPORT CHARGES		BILLING CODE
				EACH	EXTENDED	
DISK						
1	FDAF202-25WG	MANAGER WORKGROUP FOR FDA2500 UP TO 2 H	IC0	\$116.00	\$116.00	M
1	FDAF205-0000	INTEGRATION BASE (CLI FOR FDA STORAGE MA	IC0	\$12.00	\$12.00	M
DISK SOFTWARE TOTALS					\$128.00	
Virtuo						
1	VMSK000-61KT	VIRTUO V6.1 KERNEL MEDIA & DOCUMENTATION	X	N/A	N/A	M
1	VMSK015-61BA	VIRTUO LICENSE 0 TO 1.5 TB CACHE EXTENSI	IC0	\$80.00	\$80.00	M
1	VMSK020-61BA	VIRTUO LICENSE 1.5 TO 2 TB CACHE EXTENSI	IC0	\$27.00	\$27.00	M
1	VMSK025-61BA	VIRTUO LICENSE 2 TO 2.5 TB CACHE EXTENSI	IC0	\$27.00	\$27.00	M
1	VMSK030-61BA	VIRTUO LICENSE 2.5 TO 3 TB CACHE EXTENSI	IC0	\$27.00	\$27.00	M
1	VMSKH00-61BA	VIRTUO 3 HBA LICENSE FOR 1 HOST, 1 FDA 2	IC0	\$168.00	\$168.00	M
1	VMSKL2G-61BA	VIRTUO 2600, GCOS8 LICENSE V6.1	IC0	\$1,151.00	\$1,151.00	M
VIRTUO SOFTWARE TOTALS					\$1,480.00	



Bull HN Information Systems Inc.
296 Concord Rd., U.S. Finance
Billerica, MA 01821

PRODUCT SCHEDULE/AGREEMENT

Customer/Address: Maricopa County, 2656 North 37th Avenue, Phoenix, AZ 85009

The Agreement between Bull and Customer dated 09/27/07 applies to the following items ordered by Customer.

1. Order Information

The following information pertains, as applicable, to this order:

1.1 Software Product CODES:

A. License Codes

AB = Annual (Includes Basic or Bronze Support)

IB1 = Initial (Includes 1 year Basic or Silver Support)

AC = Annual (Includes Comprehensive or Silver Support)

IC90 = Initial (Includes 90 days Comprehensive or Silver Support)

MB = Monthly (Includes Basic or Bronze Support)

IC1 = Initial (Includes 1 year Comprehensive or Silver Support)

MC = Monthly (Includes Comprehensive or Silver Support)

IC2 = Initial (Includes 2 years Comprehensive or Silver Support)

I = Initial (Support not included)

B. Support Charges: **A** = Annual, **M** = Monthly

C. **S** = System Software Products

1.2 General Codes: **N/C** = No Charge, **N/A** = Not Applicable, **N/O** = Not Offered, **NSC** = No Separate Charge

2. **Agreement:** If using this document to order additional products or services or to modify Customer's Agreement: (i) both parties must sign below (ii) it is accepted when it is signed by Bull and (iii) all other terms and conditions of the Agreement remain in effect.

3. Other Documents

Title	Form No.	Date
ATTACHMENT 'A' to Product Schedule/Agreement SC670B	None	7/23/07
ATTACHMENT 'B' to Product Schedule/Agreement SC670B	None	7/23/07

CUSTOMER ACKNOWLEDGES READING THIS AGREEMENT INCLUDING ITS "OTHER DOCUMENTS".

Maricopa County

By  OCT 02 2007
(Authorized Signature) (Date)

FULTON BROCK

CHAIRMAN BOARD OF SUPERVISORS
(Print Name and Title)


Bull HN Information Systems Inc.

By  September 27, 2007
(Authorized Signature) (Acceptance Date)

Dwight Oglesby, Director

(Print Name & Title)

ATTESTED:


CLERK OF THE BOARD 090507 DATE

APPROVED AS TO FORM

 10/1/07
MARICOPA COUNTY ATTORNEY DATE

Installation Address: 2656 North 37th Avenue, Phoenix, AZ 85009

4. Equipment Schedule

System No. NEW

Qty

Model No. and Description

See Attachment 'A' for a detail listing of the hardware and pricing

Warranty
Group/
Period

**Total
Purchase
Price**

Installation Address: 2656 North 37th Avenue, Phoenix, AZ 85009

5. Software Product Schedule:

- System No. _____
(if different)

- Central System type: N/A

- Related System No.
(to above) N/A

(P = Primary, S = Secondary, L1 = Level 1, L2 = Level 2
PG = Point Guard, T = Team, O = Other)

***INDICATES A RIGHT TO COPY PC SOFTWARE PRODUCT .**

<u>Qty.</u>	<u>Product No. and Description</u>	<u>S</u>	<u>License Fee</u>	<u>License Code</u>
	See Attachment 'B' for a detail listing of the software and pricing			

ATTACHMENT 'A'
TO BULL'S PRODUCT SCHEDULE/AGREEMENT (670B)
TO AGREEMENT NUMBER S6-MARICOPA 9/07
MARICOPA COUNTY
HELIOS 3, DISK, & MEDIA SERVER
HARDWARE AND SOFTWARE ADDS
JULY 23, 2007

PAGE 1 OF 3

MARKETING IDENTIFIER		DESCRIPTION	US LIST/REV. PRICE	
QTY			EACH	EXTENDED
HELIOS 3				
HARDWARE				
2	CBLC050-1900	COPPER ETHERNET CABLE RJ45/RJ45 - 10 MET	\$42.00	\$84.00
1	CMMC605-N02D	GCOS 8 MEM 2GB	\$10,000.00	\$10,000.00
1	CPSC616-N00D	NOVASCALE 9165	\$40,000.00	\$40,000.00
1	CPXC641-N00D	GCOS 8 PARTITION 9045/341	\$147,242.00	\$147,242.00
2	CSUC502-N000	OPERATOR WORKSTATION	\$5,000.00	\$10,000.00
1	CSUC503-N000	OPERATOR WORKSTATION SOFTWARE	\$2,000.00	\$2,000.00
1	CSUC602-N000	V9000 SERVICE PROCESSOR	\$10,000.00	\$10,000.00
2	FOCF005-M003	OPTICL FIBER MM (SW) LC-LC CBL	\$130.00	\$260.00
4	FOCF005-M015	OPTICL FIBER MM (SW) LC-LC CBL	\$240.00	\$960.00
1	LOCU200-00UJ	EURO/AMER LOCALIZATION TAG	\$0.00	\$0.00
2	MXFC602-N02X	4GB/S FIBRE CHANNEL ADAPTER PCI-X DUAL P	\$3,000.00	\$6,000.00
1	MXKC605-N00D	I/O BOX EXPANSION (6 SLOTS)	\$10,000.00	\$10,000.00
1	NSFC602-N02X	PCI-X ETH. 1GB/S FIBRE ADAPTER DUAL PORT	\$1,500.00	\$1,500.00
1	NSFC603-N02X	PCI-X ETH. 10/100/1000MB/S COPPER ADAP D	\$600.00	\$600.00
1	PKHC616-001D	NOVASCALE 9165 MONO MODULE INDICATOR	\$0.00	\$0.00
1	PMC0020-0643	NOEMIE-COM VALIDATION	\$0.00	\$0.00
1	PSKU004-0001	P. SUPPLY TYPE VOLTAGE,PLUG US	\$0.00	\$0.00
HELIOS 3 HARDWARE TOTALS			\$238,646.00	

Disk

QTY	MARKETING IDENTIFIER	DESCRIPTION	US LIST/REV. PRICE	
			EACH	EXTENDED
1	CBLP100-0000	FDA CABLE SET AND MANUALS FOR GCOS8	\$420.00	\$420.00
1	FDAF011-2504	FDA2500 4GB CACHE 3U 15 SLOTS 4X4GBIT/S	\$22,138.00	\$22,138.00
11	FDAF106-0000	73GB FIBRE 2G DISK 15KRPM FOR FDA1500/2	\$999.00	\$10,989.00
4	FDAF110-0000	DUMMY FDA DISK TRAY	\$30.00	\$120.00
DISK HARDWARE TOTALS				\$33,667.00

Virtuo

QTY	MARKETING IDENTIFIER	DESCRIPTION	US LIST/REV. PRICE	
			EACH	EXTENDED
2	CTKF042-S000	LABELLED UNIVERSL CLEANG CART	\$85.00	\$170.00
20	CTKF045-0000	PACK OF 10 LABELLED CARTRIDGES FOR LTO-3	\$1,287.00	\$25,740.00
3	CTKH029-0L3F	ADDITIONAL LTO-3 FIBRE (400/800GB) FOR N	\$11,059.00	\$33,177.00
1	CTLH053-RL3F	NEO4000 1 LTO-3 60 SLOTS FULL FIBRE W/	\$26,195.00	\$26,195.00
1	DCUG002-11FE	V34 US MODEM	\$159.00	\$159.00
6	FOCF005-M003	OPTICL FIBER MM (SW) LC-LC CBL	\$130.00	\$780.00
1	NSQ2007-005A	MSV L490 INTERCHANGE, FC CONNECT	\$21,000.00	\$21,000.00
1	PSKU004-0001	P. SUPPLY TYPE VOLTAGE,PLUG US	\$0.00	\$0.00
1	RCKH214-1119	RACK STOREWAY 1100H 19U/19' W/2 PDU 7C13	\$4,715.00	\$4,715.00
1	SMDG009-B000	SW200E 8 PORTS/4G 8 SFPS AWT .ADZ (0	\$3,689.00	\$3,689.00
1	VMSC061-0010	VIRTUO 1.0TB DISK CACHE (FDA2500, DK300)	\$6,878.00	\$6,878.00
1	VMSC061-0020	VIRTUO 1 - 2 TB DISK CACHE EXTENSION (FD	\$6,878.00	\$6,878.00
1	VMSCLIB-BASE	VIRTUO 2600/3600 BASE DISK CACHE (FDA, D	\$27,573.00	\$27,573.00
1	VMSSH14-6100	VIRTUO 3 HBA FOR 1 HOST, FDA 2 ACCESS,1/	\$13,541.00	\$13,541.00
1	VMSSLIB-6100	STOREWAY VIRTUO 2600 AND 3600 SERVER	\$44,666.00	\$44,666.00
VIRTUO HARDWARE TOTALS				\$215,161.00
HARDWARE TOTALS				\$487,474.00

ATTACHMENT 'A'
TO BULL'S PRODUCT SCHEDULE/AGREEMENT (670B)
TO AGREEMENT NUMBER S6-MARICOPA 9/07
MARICOPA COUNTY
HELIOS 3, DISK, & MEDIA SERVER
HARDWARE AND SOFTWARE ADDS
JULY 23, 2007

PAGE 2 OF 3

QTY	MARKETING IDENTIFIER	DESCRIPTION	INITIAL LICENSE FEE	
			EACH	EXTENDED
DISK				
		SOFTWARE		
1	FDAF202-25WG	MANAGER WORKGROUP FOR FDA2500 UP TO 2 H	\$8,151.00	\$8,151.00
1	FDAF205-0000	INTEGRATION BASE (CLI FOR FDA STORAGE MA	\$820.00	\$820.00
DISK SOFTWARE TOTALS				\$8,971.00

VIRTUO				
QTY	MARKETING IDENTIFIER	DESCRIPTION	INITIAL LICENSE FEE	
			EACH	EXTENDED
1	VMSK000-61KT	VIRTUO V6.1 KERNEL MEDIA & DOCUMENTATION	\$253.00	\$253.00
1	VMSK015-61BA	VIRTUO LICENSE 0 TO 1.5 TB CACHE EXTENSI	\$5,625.00	\$5,625.00
1	VMSK020-61BA	VIRTUO LICENSE 1.5 TO 2 TB CACHE EXTENSI	\$1,875.00	\$1,875.00
1	VMSK025-61BA	VIRTUO LICENSE 2 TO 2.5 TB CACHE EXTENSI	\$1,875.00	\$1,875.00
1	VMSK030-61BA	VIRTUO LICENSE 2.5 TO 3 TB CACHE EXTENSI	\$1,875.00	\$1,875.00
1	VMSKH00-61BA	VIRTUO 3 HBA LICENSE FOR 1 HOST, 1 FDA 2	\$11,875.00	\$11,875.00
1	VMSKL2G-61BA	VIRTUO 2600, GCOS8 LICENSE V6.1	\$81,250.00	\$81,250.00
VIRTUO SOFTWARE TOTALS				\$104,628.00

Other Software

QTY	MARKETING IDENTIFIER	DESCRIPTION	INITIAL LICENSE FEE	
			EACH	EXTENDED
G&R SOFTWARE				
1	GHL0041UBC0E	GGATE	\$6,600.00	\$6,600.00
1	GHL0360UBC00	GSPool	\$1,760.00	\$1,760.00
G&R SOFTWARE TOTALS				\$8,360.00
MIGRATION ALLOWANCE				(\$4,488.00)
NET TOTAL				\$3,872.00
OTHER SOFTWARE TOTALS				\$3,872.00
ONE-TIME SOFTWARE TOTALS				\$117,471.00

TOTAL HW/OTB SW				\$604,945.00
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ATTACHMENT 'A'
TO BULL'S PRODUCT SCHEDULE/AGREEMENT (670B)
TO AGREEMENT NUMBER S6-MARICOPA 9/07
MARICOPA COUNTY
HELIOS 3, DISK, & MEDIA SERVER
HARDWARE AND SOFTWARE ADDS
JULY 23, 2007

PAGE 3 OF 3
SR6.1

QTY	MARKETING IDENTIFIER	DESCRIPTION	MONTHLY LICENSE FEE	
			EACH	EXTENDED
1	ADDC202-0000	DEBUG SUPPORT SYSTEM		
1	CLGC201-0000	C COMPILER & RUNTIME		
1	CNSC201-0000	GCOS8 BASIC COMMUNICATION FACILITY		
1	CNSC210-0000	GNSP V9000 COMMUNICATION FACILITY		
1	COBC201-0000	COBOL 74/85 COMPILER & RUNTIME		
1	DBDC201-0000	IDS-II COMPREHENSIVE FACILITY		
1	DISC202-0000	DPF8-DS		
1	DVSC011-VS90	MONO SYS. LIC. VS9000-H011		
1	EDGC202-0000	EDIT8		
1	EXSC201-0000	GCOS8 SR6 BASE SYSTEM		
1	EXSC201-N300	NOVASCALE 9000/3.x PRODUCT SET		
1	EXSC203-0000	GCOS8 SR6 SYSTEM ADMINISTRATION TOOLS		
1	EXSC204-0000	GCOS8 SR6 TSS COMPREHENSIVE PACKAGE		
1	EXSC206-0000	GCOS8 SR6 SUPPLEMENTAL SAVE TAPE COPYRIGHT		
1	EXSC210-0000	GCOS8 SR6 EXECUTIVE FOR NOVASCALE 9000		\$45,038.00
1	EXSC213-N300	V9000/3.x SOFTWARE		
1	TPDC201-0000	TP8 COMPREHENSIVE FACILITY		
1	UTSC201-0000	COMPREHENSIVE SYSTEM UTILITIES		
1	UTSC208-0000	FAS		
1	UTSC212-0000	TMS8		
1	UTSC261-0000	PARK Software Set for SR6.1		
1	WBC204-000A	GTEA FOR01 TO 03 PLATFORMS		
Total SR6.1				\$45,038.00
Gold Support				\$2,702.00
Total Monthly Fees				<u>\$47,740.00</u>
 SR6.1 Pricing with Annual Pre-payment of monthly license, 4% Discount				
Total SR6.1				\$43,236.00
Gold Support				\$2,594.00
Total Monthly Fees				<u>\$45,830.00</u>

ATTACHMENT 'B'
 TO BULL'S PRODUCT SCHEDULE/AGREEMENT (670B)
 TO AGREEMENT NUMBER S6-MARICOPA 9/07
 MARICOPA COUNTY
 HELIOS 3, DISK, & MEDIA SERVER
 SOFTWARE DELETES
 JULY 23, 2007

SR5.2

QTY	MARKETING IDENTIFIER	DESCRIPTION	MONTHLY LICENSE FEE	
			EACH	EXTENDED
1	ADDC102-0000	DSS/V		
1	CLGC101-0000	C COMPLIER & RUNTIME		
1	CNHC101-0000	CPI-C/XCP2		
1	CNSC101-0000	G8 BASIC COMM FACILITY		
1	CNSC103-0000	FCP8 COMMUNICATION FACILITY		
1	COBC101-0000	COBOL 74/85 COMPLIER & RUNTIME		
1	DBDC101-0000	IDS-II COMPREHENSIVE FACILITY		
1	DISC102-0000	DPF8-DS		
1	DVSC011-VS90	MONO SYSTEM LIC VS9000-H011		
1	EDGC102-0000	EDIT8		
1	EXSC101-0000	GCOS8 SR5 BASE SYSTEM		
1	EXSC101-G100	DPS9000/700 PRODUCT SET		
1	EXSC102-0000	GCOS8 SR5 EXECUTIVE	\$42,603.00	\$42,603.00
1	EXSC103-0000	GCOS8 SR5 SYSTEM ADMIN TOOLS		
1	EXSC104-0000	GCOS8 SR5 TSS COMP FACILITY		
1	EXSC106-0000	GCOS8 SR5 SUP SAVE TAPE		
1	TPDC101-0000	TP8 COMPREHENSIVE FACILITY		
1	UTSC101-0000	COMPREHENSIVE SYS UTILITIES		
1	UTSC111-0000	FAS		
1	UTSC115-0000	TMS8-V		
1	UTSC199-0000	PARK SW SET FOR SR5.2		
2	CNHR102-1000	DNS-E V3 BASE 8 OSI/DSA COM	\$768.00	\$1,536.00
2	CNHR104-1000	DNS-E V3 X.25 PRIV/PUB NET SUP	\$249.00	\$498.00
2	CNHR108-1000	DNS-E V3 BSC 3270 SUPPORT	\$189.00	\$378.00
2	CNHR109-1000	DNS-E V3 BSC 3270/3780 SUPPORT	\$182.00	\$364.00
2	CNHR111-1000	DNS-E V3 SNA3270/PU2.0 SUPPORT	\$172.00	\$344.00
2	CNHR119-1000	DNS-EV3 PU5 EMUL DSA/SNA GATE	\$568.00	\$1,136.00
2	CNHR121-1000	DNS-EV3 IBM TER ACC BULL APPL	\$370.00	\$740.00
2	CNHR122-1000	DNS-EV3 CONVERT XCP2-LU6.2 COM	\$182.00	\$364.00
2	CNHR124-1000	DNS-E V3 TERM ACCESS DSA SNA	\$520.00	\$1,040.00
2	CNHR125-A000	DNS-E V3 TELENET SER - DSA/SNA	\$327.00	\$654.00
		TOTAL MONTHLY LICENSE FEES	\$46,130.00	\$49,657.00
1	MER9000-GOLD	GOLD SW SUPPORT	\$2,849.00	\$2,849.00

**PROFESSIONAL SERVICES AGREEMENT**

Bull HN Information Systems Inc.
296 Concord Rd., U.S. Finance
Billerica, MA 01821

Customer: Maricopa CountyBilling Address: 2656 North 37th Avenue, Phoenix, AZ 85009Installation Address: 2656 North 37th Avenue, Phoenix, AZ 85009

This Professional Services Agreement including the Other Documents specified herein ("Services Agreement") governs the services provided hereunder by Bull HN Information Systems Inc. ("Bull") to Customer.

1. Acceptance Date and Terms

This Services Agreement is accepted when it is signed by Bull and continues for a term of 1 year and thereafter unless terminated by either party upon 30 days written notice effective when the last Service Term expires. Each Service Term starts on the date specified herein and terminates when that service is completed. The initial Service Term for services under annual charges is 1 year plus any days remaining in the month following such 1 year. The initial Service Term renews for successive 1 year terms unless terminated by either party at the end of a Service Term upon 30 days written notice.

2. Charges

- 2.1. Charges commence on the date the service starts. Charges (except annual) are invoiced upon completion of the service or specified service milestone and Customer payment is due upon receipt of invoice. Annual charges are invoiced in advance and payment is due within 30 days from date of invoice.
- 2.2. Charges for a fraction of an annual period are prorated.
- 2.3. If Bull increases commercial Professional Services charges and gives 60 days written notice of the increase, then Bull may implement the increase on the renewal date of a Service Term.
- 2.4. Customer is to pay:
 - A. all transportation and related charges for items;
 - B. reimburse Bull for all taxes on Customer or Bull on any interest in the services or products or upon this Services Agreement, exclusive of taxes on Bull's net income;
 - C. reimburse Bull for reasonable expenses such as travel, living, telephone, supplies, transportation, secretarial and messenger services and expenses incurred by Bull in making changes requested by Customer or required due to Customer errors, and
 - D. a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on any past due balance.
- 2.5. If Customer does not pay when due and nonpayment continues for 10 days after written notice by Bull, then Bull may declare all unpaid charges, whether then invoiced or not, immediately payable.

3. Customer Responsibilities

- 3.1. **Equipment Installation:** If Bull performs equipment installation, Customer agrees to prepare the installation site in accordance with Bull's or the manufacturer's specifications.

- 3.2. **Customer Liaison and Personnel:** Customer shall designate an individual to serve on a dedicated basis as the project leader. The individual shall be available to Bull personnel as Bull requires and shall act as the liaison between Customer, Bull and all other Customer assigned personnel.

All Customer personnel assigned to participate on behalf of Customer will be knowledgeable in their assigned areas and will be responsive to Bull's requests for information required by Bull to perform the service, including, but not limited to, Customer programs, files, general and specific business requirements, documentation requirements and Customer operating procedures.

- 3.3. **Customer Documentation:** If services are provided for modified Software Products, Customer shall provide adequate documentation of these modifications whether they were performed by Customer, Bull or a third party.

- 3.4. **Supervision and Responsibility for Customer Tasks:** Tasks on which Bull personnel assist Customer personnel remain the responsibility of Customer and under the supervision, management and control of Customer.

4. Bull Responsibilities

- 4.1. **Data Safeguards:** All written information submitted by Customer to Bull in connection with services performed which is identified in writing as Customer proprietary information will be safeguarded by Bull during the Service Term, to the same extent that Bull safeguards the information relating to its own business. Bull bears no responsibility for safeguarding information which is publicly available, already in Bull's possession or known to Bull or rightfully obtained by Bull from third parties.
- 4.2. **Bull Developed Documentation:** Upon completion of service, Bull shall deliver to Customer documentation, if any, developed by Bull.

5. **Exclusions:** Services for Software Products are provided for the then current release or Bull's specified prior release. Bull is not responsible for the reimplementing of such services for any other release unless agreed in writing.

6. **Personnel Assignment:** Bull has the right to determine the assignment of personnel to a particular service, to replace or reassign such personnel or to subcontract to qualified third parties part or all of the performance of such services.

7. **Proprietary Rights:** All programs, specifications, works of authorship, inventions, techniques, concepts and ideas developed or provided by Bull are and remain the property of Bull.

8. **Education Services:** The following also applies to Education Services ordered under this Services Agreement:

- 8.1. **Specialized Course Development:** Upon Customer request, Bull shall provide specialized course development or changes to current courses or products

on an as available basis in accordance with Bull's then current charges.

- 8.2 **Education Materials:** Education materials for each onsite and scheduled course are determined and supplied by Bull and are included in the course charge. Additional copies of certain Bull education materials may be purchased from Bull in accordance with then current charges. For all other education products and services, Customer is responsible for purchasing student materials as required. Any materials provided, in any form, are not to be copied in whole or in part.
- 8.3 **Training Site Facilities:** For "Specialized Courses", Customer is to provide, at no charge to Bull, classroom facilities and computer time, if required.
- 8.4 **Standard Courses:** Bull shall determine the content of course offerings, dates and locations as specified in its schedule and training guides and may change the location of a regularly scheduled class. Bull shall notify Customer of any such change. Enrollment requests for regularly scheduled classes must be received by Bull at least 10 working days prior to the course start date.
- 8.5 **Course Cancellations:** Bull may at any time cancel a course offering due to limited course enrollment or any other circumstances beyond Bull's control. Bull may charge a cancellation fee in accordance with Bull's then current charges for each student whose enrollment is canceled by Customer less than 10 working days prior to the start of any course.
- 8.6 **Application/Employment Responsibility:** Bull is not responsible for determining the use or application to be made by Customer, or any other party, of any item, product, documentation, materials or services provided. In addition, Bull does not offer employment assistance and has no responsibility for student performance during or subsequent to any course attendance.

9. Ordering

- 9.1 Customer may order services under a Customer order form authorized by Bull which at a minimum contains reference to the terms and conditions of this Services Agreement. Any other terms and conditions on the order form or otherwise are not binding on Bull even if Customer fails to reference this Services Agreement which shall be deemed automatically incorporated in Customer's order.
- 9.2 All orders are subject to Bull's acceptance and Bull's credit requirements.

10. Limitations of Remedy

- 10.1 Bull and Customer are not liable for any indirect, special or consequential damages or lost profits to anyone arising out of this Services Agreement or the use of any item, product, documentation, materials or service.
- 10.2 Except for an action for payment of taxes, no action in any form arising out of this Services Agreement shall be instituted more than 2 years after the cause of action has arisen or in the case of nonpayment, more than 2 years from the date of last payment or promise to pay.
- 10.3 Customer's exclusive remedy and Bull's entire liability in contract, tort or otherwise for any item, product, documentation, materials or service is that Bull shall correct or exchange any item, or any part thereof, which Bull determines to be defective. If Bull is unable to correct or exchange, then Bull shall pay Customer actual damages not to exceed the charges paid Bull for the item or service causing the actual damages.

11. Services Limitation

Customer agrees that the description in Section 15 fully sets forth Bull's responsibilities to Customer for Services. Any services or items not expressly set forth in the Section 15 Statement of Work to this Agreement as being supplied by Bull are excluded and shall not in any event be implied by any provision of this Agreement or otherwise.

12. Warranty Exclusion

BULL AND ITS SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, (WITHOUT LIMITATION) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE NOT SPECIFIED HEREIN, RESPECTING THIS AGREEMENT AND THE ITEMS, DOCUMENTATION AND SERVICES PROVIDED. BULL DOES NOT WARRANT THAT USE OF ANY SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR THAT THE SOFTWARE PRODUCTS ARE ERROR-FREE.

13. Supplier Beneficiaries

The Limitations of Remedy and Warranty Exclusion provisions of this Agreement apply also to Bull's suppliers who are intended beneficiaries of such provisions.

14. General

- 14.1 Any written notice or other communication permitted or required by Customer is to be sent by first class mail to the Bull location specified herein.
- 14.2 Bull's obligations under this Services Agreement are limited to the United States. Customer shall not export directly or indirectly any technical data, information or items acquired under this Services Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining such license or approval and shall incorporate in all export shipping documents the applicable destination control statements.
- 14.3 Bull is not liable for any failure or delay in performance due to any cause beyond its control and has no obligation arising out of the abnormal use of any item, site conditions not conforming to Bull's specifications, or any causes external to any item, including but not limited to accident, acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightning, electrical disturbances or other similar causes. Any service that is outside the scope of this Services Agreement may be provided, as available, in accordance with Bull's then current terms, conditions and charges.
- 14.4 Customer may assign this Services Agreement in whole or in part only with the prior written consent of Bull. Bull may assign this Services Agreement in whole or in part and all or part of the payments to the extent that Bull's obligations to Customer are not affected.
- 14.5 If Customer fails to perform as provided herein, Bull has the right to terminate this Services Agreement and to exercise any other remedy existing at law or in equity. Customer is to pay Bull all costs and expenses including attorneys' fees incurred in exercising its rights and remedies. No delay or failure of Bull to exercise any right or remedy constitutes a waiver.
- 14.6 Any amendment to this Services Agreement is to be in writing and signed by both parties.
- 14.7 This Services Agreement is governed by Arizona law, is the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and supersedes all prior oral and written proposals and communications. Exclusive venue and jurisdiction will be in the State or Federal Courts sitting in Phoenix, Arizona.

15. Professional Services

15.1 Standard Professional Services

<u>Quantity</u>	<u>Service identifier and Description</u>	<u>Service Term</u>	<u>Total Charge</u>	<u>Billing Code:</u> (A = Annual, O = One Time)
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15.2 Specialized

☒ Custom Professional Services (Requires Statement of Work - use Section 15.4).

☐ Consulting Services (if necessary, describe details, including any work products to be provided in Section 15.4).

(1) Time/Manpower Requirements: _____ Manhours _____ Mandays @ \$ _____ = Total Charge

\$

(2) Service Term: Starts _____ Ends _____ (Dates)

15.3 Education Services

A. Standard Courses

<u>Order # of Course Code</u>	<u>Description</u>	<u>Service Term Starts Ends</u>	<u>Number of Students</u>	<u>Charge (Per Course)</u>	<u>Extended Charge (Per Line Item)</u>
---------------------------------------	--------------------	-------------------------------------	-------------------------------	--------------------------------	--

B. Specialized Courses

<u>Description</u>	<u>Service Term Starts Ends</u>	<u>Number of Students</u>	<u>Charge</u>
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Total Charge

\$

15.4 Statement of Work (if applicable, include (a) products/items to be delivered to Customer, (b) Customer responsibilities and (c) milestone/completion schedule along with payments due):

See Attachment 'A' – Statement of Work for NovaScale System Migration Services – TAC07493A

Total Charge \$50,000

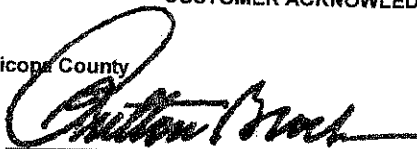
16. Other Documents

Title	Form No.	Date
Attachment 'A' Statement of Work – NovaScale System Migration Services	NONE	July 23, 2007

CUSTOMER ACKNOWLEDGES READING THIS SERVICES AGREEMENT INCLUDING ITS "OTHER DOCUMENTS".

Maricopa County

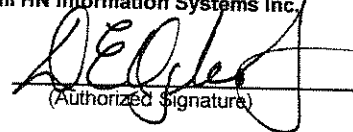
By

 OCT 02 2007
(Authorized Signature) (Date)

FULTON BROCK **CHAIRMAN BOARD OF SUPERVISORS**
(Print Name and Title)

Bull HN Information Systems Inc.


By

 September 27, 2007
(Authorized Signature) (Acceptance Date)

Dwight Oglesby, Director

(Print Name and Title)

ATTESTED:


CLERK OF THE BOARD

090507

DATE

APPROVED AS TO FORM:


MARICOPA COUNTY ATTORNEY

10/1/07
DATE